

State of Idaho

\*\*\*\*

Send invoices to the  
address listed  
below or as indicated in the  
comments or instructions  
field

Boise, ID 83720-0075



State of  
Idaho

THIS NUMBER MUST  
APPEAR  
ON ALL DOCUMENTS

Participating Addendum  
PADD1068

Participating Addendum

**DELIVER** State of Idaho Various Agencies

**TO:** Various State Agencies  
located throughout Idaho

\*\*\*

Various, ID 83701  
Mark.Little@adm.idaho.gov

Date: Thu Feb 25, 2010

F.O.B: Destination

Terms: NET 30

**VENDOR:** OfficeMax Contract, Inc.  
569 N Cloverdale  
BOISE, ID 83713  
Attn: Primary Customer Contact  
Vendor Nbr: 29388  
Emailed To: [susansteele@officemax.com](mailto:susansteele@officemax.com)  
Phone: 208 724-9232  
Fax:  
Account Number: P00000026137

Start of Service Mon Mar 01, 2010  
Date

Thu Feb 28, 2013

End of Service  
Date:

Solicitation#: [RFQ07875](#)

DOC#: PREQ17280

File(s) Attached:



WSCA\_PA\_OfficeMax\_Master\_Price\_Agreement.pdf



Idaho\_OfficeSupply Discounts\_OfficeMax  
2010..pdf

Buyer: [BONNIE SLETTEN](#) 208-332-1606

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		12000000.00
	Total:			12000000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	<p>OFFICE SUPPLIES CONTRACT for the State of Idaho and political subdivisions.</p> <p>This Participating Addendum excludes purchases for office furniture. Office furniture is described as panel systems, stand alone office furniture i.e. desks, chairs, filing cabinets etc.</p> <p>This Participating Addendum excludes purchases for computers, printers, scanners, monitors, drivers, keyboards, copy machines, fax machines, telephones.</p> <p>( 615-00 ) ( nt )</p>	3 YEAR	4000000.00	12000000.00

<p><b>General Comments:</b></p>	<p><b>NOTICE OF STATEWIDE CONTRACT (PADD) AWARD</b>  This Contract for is for Office Supplies, pursuant to Western States Contracting Alliance (WSCA) and Oregon Price Agreement No. PA9803. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis for a period of three years commencing March 15,2010 and ending March 14, 2013.</p> <p>Contract Title:..... Office Supplies  Contract Usage Type:.....Mandatory Use  Public Agency Clause: .....Yes  Contract Administration:....Bonnie Sletten  ---Phone Number:.....208-332-1606  ---Fax Number:.....208-327-7320  ---E-Mail:.....Bonnie.Sletten@adm.idaho.gov</p> <p>Please contact your service rep for any questions.</p> <p>Susan Steele 208-724-9232 -Boise and Northern Idaho  susansteele@officemax.com</p> <p>Arlene Bell 208-412-2235 -Boise  arlenebell@officemax.com</p> <p>Duane Nolen 208-602-2346 – Boise  duanenolen@officemax.com</p> <p>Jerel Stoor 208-724-4214 BSU, ISU, and all areas east to Pocatello, Idaho Falls etc  jerelstoor@officemax.com</p> <p>Paul Flynn – cell 801-921-9255 District Sales Manager  paulflynn@officemax.com</p> <p><b>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</b></p>		
	<p>Instructions:</p>		
	<p>Freight / Handling Included in Price</p>		
		<p>By: <b>BONNIE SLETTEN</b></p>	

**PARTICIPATING ADDENDUM  
State of Idaho Contract Number PADD 1068**

**WESTERN STATES CONTRACTING ALLIANCE  
OFFICEMAX  
MASTER PRICE AGREEMENT  
Oregon Price Agreement Number PA9803**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Oregon price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are OfficeMax. (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

Idaho Administration Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Oregon Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding (Order of Precedence) the Oregon Price Agreement No.9803, WSACA Terms and Conditions Paragraph 19 (Applicable Law) is supplemented with the following which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the

event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. Product Scope and Changes:

This Participating Addendum is for office supplies and copy paper for State Agencies and political subdivisions.

Product Changes/Blocked Items:

This Participating Addendum excludes purchases for office furniture. Office furniture is described as panel systems, stand alone office furniture i.e. desks, chairs, filing cabinets etc.

This Participating Addendum excludes purchases for computers, printers, scanners, monitors, drivers keyboards, copy machines, fax machines, telephones.

4. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

5. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Bonnie Sletten, Purchasing Officer  
Division of Purchasing  
650 W. State Street (Zip 83702)  
P O Box 83720  
Boise, ID 83720-0075  
Ph: 208-332-1606

6. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

PA9803 (Oregon)  
PADD 1068 (Idaho)

This PA and the Oregon Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Oregon Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Oregon Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Oregon Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho  
Division of Purchasing

By: 

Name: Mark Little

Title: State Purchasing Manager

Date: 2/2/10

Contractor: OfficeMax.

By: 

Name: Jeff Swiatek

Title: VPS

Date: 2/8/10

February 1<sup>st</sup>, 2010

Western States Contracting Alliance  
Lead State Oregon RFP 102-1557-09  
WSCA Price Agreement # PA9803  
Idaho Participating Addendum PADD # 1068 and Office Max

The contract will consist of the Request for Proposal #102-1557-09 released by the State of Oregon and the vendor response. The following list of Idaho and participating Vendor particulars will also apply.

Do not advertise or represent this contract as a sole source or single award contract.

Do not use the Seal of the State of Idaho on any correspondence, web site, invoices, brochures etc.

Vendor will supply the following:

Web Site with user friendly abilities to navigate  
Item information- list price – sale price – current inventory

Purchases for products that are excluded in this contract need to be blocked.

Each end user or other political subdivision that chooses to use this contract may choose to block some items.

Idaho will expect 100% compliance with pricing. Every item sold will fall into the off list categories of either the Vendor Specific or Wholesale list. Credit will be issued to the end user for any over charge. These credits will be issued within 30 days of notice of over charge.

Paper pricing will remain constant. Changes approved by Pam Johnson in Oregon.

WSCA will be employing independent auditors. This audit scope will be determined by WSCA.

Sales reports and administrative fees are due no later than 30 days after the end of the calendar quarter as shown on page one on this document. The reports should include:

Total sales by department or political subdivisions in the manner that we have been receiving reports. All state agencies and political subdivisions are eligible and should be under this contract if they make purchases. The exception will be if they have a separate competitively bid contract.

Delivery: Continue as currently being done. Minimum of two day state wide to address on order.

Retail Stores: As outlined in the RFP response. Only those with a registered p-card can use retail stores.

**Standard Contract Terms and Conditions - Western States Contracting Alliance**

**Note: Although some of the following terms and conditions are duplicates of the standard State of Oregon terms and conditions, they are required by the WSCA by-laws.**

- 1. PARTICIPANTS.** Western States Contracting Alliance (herein WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.
- 2. QUANTITY ESTIMATES.** WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
- 3. SPECIFICATION.** Any deviation from specifications must be clearly indicated by vendor; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.
- 4. ACCEPTANCE OR REJECTION OF BIDS.** WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.
- 5. BID DEMOS.** Generally, when required, demos may be requested in the bid invitation. Demos, when required, are to be furnished free of charge.
- 6. CASH DISCOUNT TERMS.** CONTRACTOR may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.
- 7. TAXES.** Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the CONTRACTOR shall add the sales taxes on the billing invoice as a separate entry.

**8. MODIFICATION OR WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

**9. PATENTS, COPYRIGHTS, ETC.** The CONTRACTOR shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

**10. AWARD.** The award will be made to the highest responsive and responsible vendor meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.

**11. NON-COLLUSION.** By signing the bid the CONTRACTOR certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

**12. CANCELLATION.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the CONTRACTOR, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to CONTRACTOR default may be immediate.

**13. DEFAULT AND REMEDIES.** Any of the following events shall constitute cause for WSCA to declare CONTRACTOR in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which CONTRACTOR shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

**14. LAWS AND REGULATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

**15. CONFLICT OF TERMS.** In the event of any conflict between these standard terms and conditions and any special terms and conditions, which follow; the special terms and conditions shall govern.

**16. REPORTS.** The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Authorized Purchaser.

**17. HOLD HARMLESS.** The CONTRACTOR shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers.

**18. ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**19. GOVERNING LAW AND VENUE.** This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Oregon ("Lead State"). The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

**20. DELIVERY.** The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the CONTRACTOR until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and CONTRACTOR's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

**21. WARRANTY.** As used herein "Buyer" refers to any WSCA state agency or political subdivision. The CONTRACTOR acknowledges that the Uniform Commercial Code applies to this contract. In general, the CONTRACTOR warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.



**22. AMENDMENTS.**

- a. This Contract may be amended, modified, or supplemented only by a written amendment signed by WSCA and CONTRACTOR ("Amendment").
- b. The parties anticipate that they might amend this Contract to purchase or acquire additional Goods, Products and Services directly related to the scope of the RFP. At such time as either party proposes any such Amendment, and to the extent necessary, WSCA and CONTRACTOR shall negotiate to finalize the terms of and costs, if any, associated with the Amendment and shall reduce those terms and costs to writing upon mutual agreement.
- c. WSCA may add or delete items during the term of the Contract. Adding or deleting items can only be done by written amendment between WSCA and CONTRACTOR. In the event that new Goods, Products or Services become available during the term of the Contract, CONTRACTOR may offer new Good, Products or Services to WSCA. CONTRACTOR shall provide these items at the same discount off manufacturer's list price from CONTRACTOR costs provided for similar items in published list price.

**23. ASSIGNMENT/SUBCONTRACT.** CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

**24. NONDISCRIMINATION.** The CONTRACTOR agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The vendor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Vendor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the vendor fails to comply with the provisions of these laws and regulations. The vendor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

**25. SEVERABILITY.** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**26. INSPECTIONS.** Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require CONTRACTOR to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If CONTRACTOR is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may

cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**27. PAYMENT.** Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the CONTRACTOR may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

**28. FORCE MAJEURE.** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the contract.

**29. HAZARDOUS CHEMICAL INFORMATION.** The CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**30. FIRM PRICE.** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

**31. EXTENSION OF PRICES.** In the case of error in the extension of prices in the bid, the unit prices will govern.

**32. BID PREPARATION COSTS.** WSCA is not liable for any costs incurred by the vendor in proposal preparation.

**33. CONFLICT OF INTEREST.** CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

**34. INDEPENDENT CONTRACTOR.** CONTRACTOR shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

**35. POLITICAL SUBDIVISION PARTICIPATION.** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The

CONTRACTOR agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**36. DEBARMENT.** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

**37. RECORDS ADMINISTRATION.** The CONTRACTOR will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records will be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**38. AUDIT OF RECORDS.** The CONTRACTOR agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**IN WITNESS WHEREOF, the parties have executed this Contract and the Standard Contract Terms and Conditions - Western States Contracting Alliance as of the date of execution by both parties below.**

**39. SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE**


**THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.**

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER; and (5) All affirmations contained in the RFP are true and correct.

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Authorized Representative Name (Print): Randy Madson

Authorized Representative Signature: 

Title: Vice President of Sales, OfficeMax

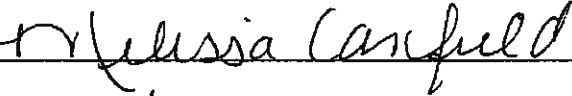
Contractor FEIN ID# or SSN# (required) 82-0100960

Telephone Number: ( 253 ) 872-3099

Fax Number: ( 253 ) 872-3132

**40. STATE SIGNATURE (to be completed by the State)**

The DAS/SPO accepts Contractor's offer and awards a Contract to the above Contractor for the item(s) and/or Service(s).

Authorized Signature: 

Title: Internal Operations Manager

Date: 1/8/09

Term of Contract: 3 year with option to extend.

Contract Administrator (Type or Print): Pam Johnson

Title: State Procurement Analyst

Telephone Number: ( 503 ) 378-4001

Fax Number: ( 503 ) 377-1625

**APPROVED:**

Authorized Signature: See Email Dated December 3, 2009

Title: Assistant Attorney General

Date: 12/3/09

		OfficeMax	OfficeMax
Idaho Cost Schedule - Discount from Manufacturer List Price			
Category #	Category Description	Vendor Catalog Discount	Wholesale Catalog Discount
1	Adhesives, Glues, Gluesticks, Adhesive Removers	63.04%	47.35%
2	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets, Etc	47.86%	32.16%
3	Archive Boxes, Cardboard Boxes, Storage Containers	61.02%	45.33%
4	Award Frames, Displays, Plaques, Certificates	42.79%	27.10%
5	Badges, Badge Holders, Lanyards	56.97%	41.28%
6	Batteries, Chargers, UPS Power Supply	53.93%	38.24%
7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubberbands, Scissors, Shears, Cutters, Trimmers, Hole Punches	58.99%	43.30%
8	Binders, Combs, Rings, Splines	44.82%	29.13%
9	Book Cases, Book Ends, Book Shelves	50.89%	35.20%
10	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards	50.89%	35.20%
11	Calendars, Deskpads, Refills, Planners	61.02%	45.33%
12	Calculators, Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape	55.96%	40.26%
13	Carts, Handtrucks	57.98%	42.29%
14	CD's, DVD's, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Digital Voice Recorders, Ribbons, Typewriters, Computer Bags and Cases, Cameras, Camera Film, Photo Paper, Camera Bags	37.73%	22.04%
15	Chairmats	57.98%	42.29%
16	Clocks, Hooks, Lamps	52.92%	37.23%
17	Correction Fluid, Correction Tape, Correction Pens	63.04%	47.35%
18	Cups, Spoons, Forks, Plates, Bowls	58.99%	43.30%
19	Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans	54.94%	39.25%
20	Erasers, Dry Erase Erasers, Chalk, Crayons	62.03%	46.34%
21	Fans, Heaters	47.86%	32.16%
22	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	52.92%	37.23%
23	Headsets, Headset Accessories, Headphones	51.91%	36.21%
24	Ink Pads, Refills, Stamps	62.03%	46.34%
25	Knives, Cutters, Blades, Scrapers	64.06%	48.36%
26	Labels, Label Makers, Label Holders	56.97%	41.28%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Fingertips, Letter Openers, Moistener	66.08%	50.39%
28	Markers, Highlighters	63.04%	47.35%
29	Mouse, Keyboards, Wristrests, Keyboard Pads, Mousepads, Keyboard Trays	63.04%	47.35%
30	Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper	73.17%	57.48%
31	Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Garbage Can Liners, Shredders, Shredder bags, Surge Protectors, Extension Cords	62.03%	46.34%
32	Paper	68.11%	52.41%
33	Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills	75.19%	59.50%
34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles	62.03%	46.34%
35	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters	65.07%	49.38%
36	Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates	41.28%	25.08%
37	Staplers, Staples, Staple Removers	40.77%	25.08%
38	Storage Cabinets, Filing Cabinets, File Storage Systems, Rails	50.89%	35.20%
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	61.02%	45.33%
40	Tissue, Paper Towels, Napkins	55.45%	39.25%
41A	HP Laser Toner	42.29%	34.19%
41B	HP Ink Jet Toner, All other HP Accessories	42.29%	34.19%
42A	Other Manufacture Toners and Accessories	36.21%	32.16%
42B	Remanufactured Toners and Supplies	36.21%	32.16%
43	Transparency Film, Transparency Paper, Laminators, Laminating Supplies, Laminating Pouches	44.82%	29.13%
44	USB Drives, Flash Memory, Zip Disks	22.54%	6.85%
45	Un-Categorized Spend	37.73%	22.29%